

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonslawllc.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Liz Gibbons Gibbons Law LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242



20171215000446970 1/15 \$58.00
Shelby Cnty Judge of Probate, AL
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Dunnavant Commercial, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 5300 Cahaba River Road, Suite 200	CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Thornton New Home Sales, Inc.				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 5300 Cahaba River Road, Suite 200	CITY Birmingham	STATE AL	POSTAL CODE 35243	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ServisFirst Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2500 Woodcrest Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with an Amended and Restated Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed in Shelby County, Alabama (SR01-01622)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Dunnivant Commercial, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto for description of real estate.

17. MISCELLANEOUS:

SCHEDULE "A"
(DESCRIPTION OF COLLATERAL)

"Collateral" means the following assets of Borrowers and Bill, wherever located, whether now owned or hereafter acquired (and specifically excluding any Excluded Collateral): (A) all of Borrowers' assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefore, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Goods; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Software; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by any Borrower as lessor with other Person as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by any Borrower as lessee with other Person as lessors, including without limitation the leasehold interest of any Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of each Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; and all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (B) the Mortgaged Property; (C) the Assigned Documents; (D) the Rents; (E) the D.R. Horton Agreement Proceeds; (F) the Pledged Collateral; (G) all amounts that may be owing from time to time by Bank to any Borrower in any capacity, including, without limitation, any balance or share belonging to any Borrower of any Deposit Accounts or other account with Bank; (H) any and all other assets of each Borrower Party of any kind, nature or description and which are intended to serve as Collateral under any one or more of the Security Documents; and (I) all interest, dividends, Proceeds (including, but without limitation, insurance proceeds), products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of any Borrower Party in substitution for or in addition to any of said property.

As used in this Schedule "A", capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Amended and Restated Credit Agreement dated as of December ___, 2017 (as amended from time to time, the "Credit Agreement") among Borrowers and Bank (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:

As used herein, "Accounts", "Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangible", "Proceeds", "Records", "Supporting Obligations", and other terms not specifically

defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Documents" means (i) the Assigned Leases; (ii) the Construction Documents; (iii) the D.R. Horton Agreements; (iv) any and all other agreements entered into by Borrower Party with any property manager, broker, or other Person with respect to the ownership, management, leasing, or operation of all or any part of the Mortgaged Property; (v) any and all Governmental Approvals with respect to all or any part of the Mortgaged Property; (vi) any and all operating, service, supply, and maintenance contracts with respect to all or any part of the Mortgaged Property; and (vii) any other agreement with or for the benefit of Borrower Party and constituting part of the Collateral.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.

"Bank" means ServisFirst Bank, an Alabama banking corporation.

"Bill" means William L. Thornton III, an individual resident of the State of Alabama.

"Borrower Parties" means, collectively, Borrowers and Bill; and "Borrower Party" means each of the Borrower Parties, singularly.

"Borrowers" means, collectively, Dunnivant, Thornton New Home Sales, Thornton I-65, Logan, McCalla, and Tannehill; and "Borrower" means each of the Borrowers, singularly.

"Construction Documents" means the General Contractor's Contracts, the Architect's Contracts, the Engineer's Contracts, the Plans and Specifications, and any and all other agreements entered into by Borrower with any contractor, architect, engineer or other Person with respect to any construction work to be performed with respect to the Project, and any and all renewals, extensions or modifications thereof and guaranties of performance to Borrower thereunder..

"D.R. Horton" means D.R. Horton, Inc.-Birmingham, an Alabama corporation.

"D.R. Horton Agreements" means:

(A) that certain Lot Purchase Agreement dated effective as of April 30, 2010, with the notation "Birmingham Division – Tannehill Preserve Subdivision) among D.R. Horton, as buyer, and Thornton New Home Sales and Tannehill Development, Inc., as seller, as amended pursuant to (i) that certain First Amendment to Lot Purchase Agreement dated as of April 30, 2010 among D.R. Horton, as buyer, and Thornton New Home Sales and Tannehill Development, Inc., as seller; (ii) that certain Second Amendment to Lot Purchase Agreement dated as of May 26, 2010 among D.R. Horton, as buyer, and Thornton New Home Sales and Tannehill Development, Inc.,

as seller; (iii) that certain Third Amendment to Lot Purchase Agreement dated as of August 16, 2012 among D.R. Horton, as buyer, and Thornton New Home Sales, Tannehill Development, Inc. and Logan, as seller; (iv) that certain Fourth Amendment to Lot Purchase Agreement dated as of August 21, 2012 among D.R. Horton, as buyer, and Thornton New Home Sales, Tannehill Development, Inc., Logan and TYROL, Inc., as seller; and (v) that certain Fifth Amendment to Lot Purchase Agreement dated as of February 8, 2016 among D.R. Horton, as buyer, and Thornton New Home Sales, Tannehill Development, Inc., Logan and TYROL, Inc., as seller, and as otherwise amended from time to time (the "D.R Horton Tannehill Agreement"); and

(B) that certain Lot Purchase Agreement dated effective as of February 8, 2016, with the notation "Birmingham Division – Turnberry Subdivision - Gardendale) between D.R. Horton, as buyer, and TBR, Inc., as seller, as assigned by TBR, Inc. to Thornton I-65, and as amended from time to time (the "D.R Horton Gardendale Agreement").

"D.R. Horton Agreement Proceeds" means all monies paid to any Borrower pursuant to the D.R. Horton Agreements or otherwise arising from any disposition of the D.R. Horton Agreements.

"Dunnavant" means Dunnavant Commercial, LLC, an Alabama limited liability company.

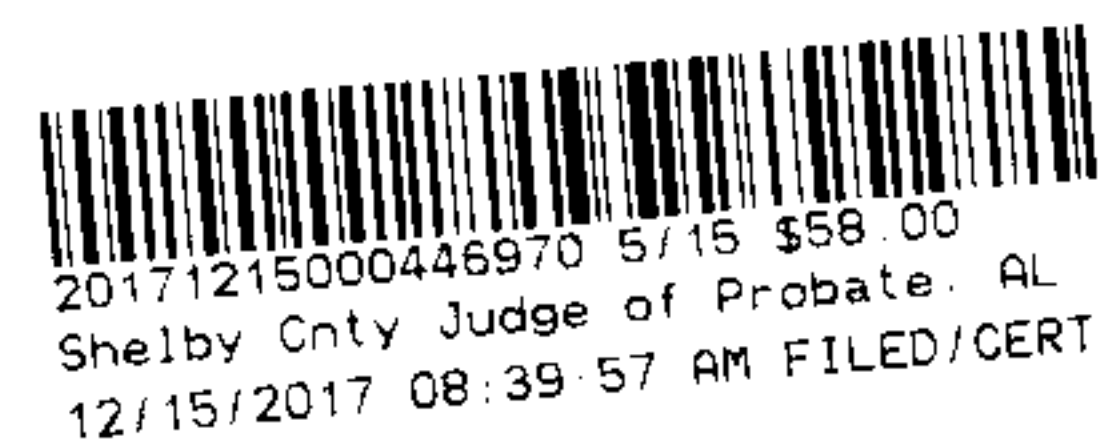
"Equity Interests" means any and all ownership or other equitable interests in the applicable Person, including any interest represented by any capital stock, membership interest, partnership interest, or similar interest, but specifically excluding any interest of any Person solely as a creditor of the applicable Person.

"Excluded Collateral" means (i) assets of a Borrower to the extent the assignment thereof is restricted by a contract or applicable Law and would not otherwise be permitted by Section 9-408 of the UCC, (ii) any Government Approval, easement, insurance policy, or agreement which by its terms or by operation of Law would become void, voidable, terminable or revocable or in respect of which a Borrower would be deemed to be in breach or default thereunder if any Government Approval, easement, policy or agreement or a Borrower's Interest thereunder were pledged or assigned hereunder or if a security interest therein were granted hereunder, but only to the extent necessary to avoid such voidness, voidability, terminability, revocability, breach or default, and (iii) property that is subject to a purchase money Lien or a Lien securing a Capitalized Lease permitted under the Credit Agreement, but only if the terms of the agreement creating such Lien or Capitalized Lease prohibits, or requires the consent of any Person other than a Borrower or its Affiliates as a condition to the creation of any other Lien on such property and such provision has not been waived or consent to the Bank's Lien has not been obtained.

"Logan" means Logan Real Estate Holdings, LLC, an Alabama limited liability company.

"McCalla" means McCalla Partners, LLC, an Alabama limited liability company.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-I".



"Pledged Collateral" means (a) the Pledged Equity Interests, and (b) any cash, options, instruments, shares or securities, dividends, distributions, rights or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in substitution of, any and all such securities, together with the proceeds thereof.

"Pledged Equity Interests" the Equity Interests more particularly described on Exhibit B attached hereto, the proceeds thereof and any earnings thereon.

"Project" means the construction of infrastructure improvements to the Project Site, including, but not limited to, site work, utilities, curbs and gutters, turn lanes, traffic lights and a tunnel under Highway 41.


"Project Site" means approximately 8.61 acres of land located across from the entrance to the Town of Mt. Laurel on Highway 41 in Shelby County, Alabama (which is proposed to be subdivided into 5 commercial lots), which Project Site is owned by Dunnivant, and which shall constitute part of the Mortgaged Property.

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.

"Tannehill" means Tannehill Investments, LLC, an Alabama limited liability company.

"Thornton I-65" means Thornton I-65 Holdings, LLC, an Alabama limited liability company.

"Thornton New Home Sales" means Thornton New Home Sales, Inc., an Alabama corporation.


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SCHEDULE "A-1"
DESCRIPTION OF MORTGAGED PROPERTY

All of each Borrower's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired (hereinafter referred to as a "Borrower's Interest") in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(A) All those certain tracts, pieces or parcels of land, and interests in land, located in the Counties of Jefferson, Shelby and Tuscaloosa in the State of Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by such Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(C) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by such Borrower;

(D) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of such Borrower of, in and to the same; and

(E) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief (collectively, the "Rents").



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EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

PARCEL I:

All that part of the Northeast quarter of the Southwest quarter of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, lying West of Shelby County Highway Number 41, LESS AND EXCEPT that part known as Dunnivant Square as recorded in Map Book 39, on Page 119-A, B & C in the Office of the Judge of Probate of Shelby County, Alabama. More particularly described as follows:

Tract A:

A part of the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 5/8" rebar capped Weygand at the SW corner of Lot 40A of Dunnivant Square Resurvey as recorded in Map Book 42 Page 123 A and B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 78°18'00" E along the southern line of Lot 40A for a distance of 92.79 feet to a 3/4" rebar at the SE corner of Lot 40A; thence N 11°29'50" W along the eastern line of Lot 40A a distance of 65.07 feet to a rebar capped Arrington at the SE corner of Lot 42A; thence N 11°44'35" W along the eastern line of Lot 42A for a distance of 49.16 feet to a rebar capped EDG a point of curve to the right having a central angle of 31°29'08" and a radius of 122.00 feet, said curve subtended by a chord bearing N 3°59'59" E and a chord distance of 67.04 feet; thence along the arc of said curve and along the eastern line of Lots 42A and 44A a distance of 66.20 feet to a rebar capped EDG; thence N 19°44'33" E along the eastern line of Lot 44A and 46A, and also along the eastern line of Lot 47-A of Resurvey Lots 37, 38, 47, & 48 Dunnivant Square as recorded in Map Book 41 Page 115 in the Office of the Judge of Probate in Shelby County, Alabama to a rebar capped SSI at the NE corner of Lot 47-A, said point being on the southern right-of-way of Carlow Lane and on a non tangent curve to the left having a central angle of 11 Degrees 06'42" and a radius of 280.00 feet, said curve subtended by a chord bearing N 86°03'17" E and a chord distance of 54.22 feet; thence along the arc of said curve and along said right-of-way a distance of 54.30 feet to a rebar capped Weygand; thence N 80°47'50" E along said right-of-way a distance of 239.56 feet to a rebar capped Weygand at a point of curve to the right having a central angle of 7°49'32" and a radius of 219.96 feet, said curve subtended by a chord bearing N 84°34'08" E and a chord distance of 30.02 feet; thence along the arc of said curve and along said right-of-way a distance of 30.04 feet to a rebar capped Weygand at a point of compound curve having a central angle of 92°29'32" and a radius of 25.00 feet, said curve subtended by a chord bearing S 45°09'14" E and a chord distance of 36.12 feet; thence along the arc of said curve and along said right-of-way a distance of 40.36 feet to a rebar capped Weygand at the intersection of said right-of-way and the western right-of-way of Shelby County Hwy. 41, said point being a point of compound curve having a central angle of 19°00'14" and a radius of 2492.71 feet, said curve subtended by a chord bearing S 10°39'32" W and a chord distance of 823.00 feet; thence leaving Carlow Lane right-of-way, along the western right-of-way of Shelby County Hwy. 41, and along the arc of said curve a distance of 826.79 feet to 5/8" rebar; thence S 89°42'35" W leaving said right-of-way a distance of 164.44 feet to a rebar capped Weygand on the eastern right-of-way of Connaught Place; thence N 0°14'33" W along said right-of-way a distance of 205.81 feet to a 1/2" rebar at a point of curve to the right having a central angle of 21°14'19" and a chord distance of 81.08 feet, said curve subtended by a chord bearing N 10°22'37" E and a chord distance of 81.08 feet; thence along the arc of said curve and along said right-of-way a distance of 81.55 feet to a rebar capped EDG; thence N 20°59'46" E along said right-of-way a distance of 46.01 feet to a rebar capped EDG at the intersection of said right-of-way and the northeastern right-of-way of Dublin Way; thence N 69°00'14" W leaving Connaught Place right-of-way and along the northeastern right-of-way of Dublin Way a distance of 98.08 feet to a rebar capped EDG at a point of curve to the right having a central angle of 20°19'21" and a radius of 170.00 feet, said curve subtended by a chord bearing N 58°50'34" W and a chord distance of 59.98 feet; thence along the arc of said curve and along said right-of-way a distance of 60.30 feet to a rebar capped EDG; thence N 78°27'27" E along said right-of-way a distance of 4.63 feet to a rebar capped EDG; thence N 11°19'07" W along said right-of-way a distance of 40.00 feet to a rebar capped EDG; thence S 78°27'27" W along said right-of-way a distance of 27.31 feet to a rebar capped EDG on a curve to the

right having a central angle of 7°34'31" and a radius of 170.00 feet, said curve subtended by a chord bearing N 29°22'31" W and a chord distance of 22.46 feet; thence along the arc of said curve and along said right-of-way a distance of 22.48 feet to the POINT OF BEGINNING.

Tract B:

A part of the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a rebar capped SSI at the SE corner of Lot 50A of Dunnivant Square Resurvey as recorded in Map Book 42 Page 123 A and B in the Office of the Judge of Probate in Shelby County; thence N 6°59'08" E along the eastern line of Lots 50A, 52A, 54A, and Common Area 3, Lots 55, 56, 57, and 58 of Dunnivant Square as recorded in Map Book 39 Page 119 A, B and C in the Office of the Judge of Probate in Shelby County for a distance of 350.07 feet to a rebar capped EDG at the NE corner of Lot 58 said point being on the southern right-of-way of Monaghan Drive; thence S 82°56'19" E along said right-of-way a distance of 114.30 feet to a rebar capped Weygand at the intersection of said right-of-way and the eastern right-of-way of Donegal Place; thence N 1°28'21" E, leaving said Monaghan Drive right-of-way and along the eastern right-of-way of Donegal Place right-of-way, a distance of 139.52 feet to a rebar capped Weygand at the intersection of said right-of-way and the north line of NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama; thence N 89°26'24" E leaving said Donegal Place right-of-way and along the north line of said 1/4-1/4 section a distance of 187.55 feet to a rebar capped Weygand at the intersection of said 1/4-1/4 section and the western right-of-way of Shelby County Hwy. 41; thence S 0°25'55" W leaving said 1/4-1/4 section and along the western right-of-way of Shelby County Hwy. 41 right-of-way a distance of 404.78 feet to a rebar capped Weygand at the intersection of said right-of-way and the northern right-of-way of Carlow Lane, said point also being a point of curve to the right having a central angle of 90°00'13" and a radius of 25.00 feet, said curve subtended by a chord bearing S 45°21'56" W and a chord distance of 35.36 feet; thence leaving said Shelby County Hwy. 41 right-of-way, along the northern right-of-way of Carlow Lane, and along the arc of said curve a distance of 39.27 feet to a rebar capped Weygand at a point of reverse curve having a central angle of 8°33'40" and a radius of 280.00 feet, said curve subtended by a chord bearing S 85°01'03" W and a chord distance of 41.80 feet; thence along the arc of said curve and along said right-of-way a distance of 41.84 feet to a rebar capped Weygand; thence S 80°43'46" W along said right-of-way a distance of 239.41 feet to a rebar capped Weygand at a point of curve to the right having a central angle of 10°43'10" and a radius of 220.00 feet, said curve subtended by a chord bearing S 85°55'33" W and a chord distance of 41.10 feet; thence along the arc of said curve and along said right-of-way a distance of 41.16 feet to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

PARCEL IIA:

Intentionally Deleted.

PARCEL IIB:

Intentionally Deleted.

PARCEL III:

Part of the S 1/2 of Section 23, Township 15 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Section 23 and run in an easterly direction along the south line of said Section 23 for a distance of 1323.0 feet to an existing 2" open top iron pipe being the point of beginning; thence turn an angle to the left of 0°3'25" and run in an easterly direction along the south line of said section for a distance of 1320.82 feet to an existing 1-1/2" open iron pipe; thence turn an angle to the left of 0°2'13" and run in an easterly direction along the south line of said section for a distance of 296.39 feet to a point on the curved southwest right-of-way line of U.S. Highway No. 31, said curve being concave in a southwesterly direction and having a central angle of 5°57'21" and a radius of 7662.95 feet; thence turn an angle to the left (114°07'47" to the

chord of said curve) and run in a northwesterly direction along the arc of said curve and along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 796.54 feet; thence turn an angle to the left (19°01'56" from the chord of last mentioned curve) and run in a northwesterly direction along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 79.30 feet; thence turn an angle to the right of 16°03'15" and run in a northwesterly direction along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 367.36 feet; thence turn an angle to the left of 153°39'15" and run in a southerly direction for a distance of 374.77 feet to an existing 1-1/2" open top iron pipe; thence turn an angle to the right of 90°11'19" and run in a westerly direction for a distance of 529.10 feet to an existing 1" open top iron pipe; thence turn an angle to the left of 90°06'45" and run in a southerly direction for a distance of 80.57 feet; thence turn an angle to the right of 90°43'22" and run in a westerly direction for a distance of 574.07 feet; thence turn an angle to the left of 92°25'25" and run in a southerly direction for a distance of 650.95 feet, more or less, to the point of beginning.

PARCEL IV:

A parcel of land situated in the SW 1/4 of Section 21, the SE 1/4 of Section 20, the NW 1/4 of Section 28 and the N 1/2 of Section 29, all in Township 20 South, Range 5 West, Jefferson and Tuscaloosa County, Alabama and being more particularly described as follows:

Begin at the NW corner of the SW 1/4 of the SW 1/4 of Section 21, Township 20 South, Range 5 West, said point being the point of beginning; thence N 55° 09' 56" E, a distance of 816.67 feet; thence N 57° 56' 03" E, a distance of 290.60 feet to the Westerly right of way line of Kimbrell Cutoff Road; thence S 32° 18' 34" E, along said right of way, a distance of 299.96 feet; thence S 32° 17' 06" E, along said right of way, a distance of 461.55 feet to the point of curve to the right having a radius of 2,313.42 feet, a central angle of 10° 21' 58" and subtended by a chord which bears S 27° 08' 36" E, a chord distance of 417.98 feet; thence Southeasterly along the arc and said right of way, a distance of 418.55 feet; thence S 22° 02' 19" E, right of way, a distance of 374.96 feet; thence S 21° 47' 21" E, along said right of way, a distance of 23.98 feet; thence S 37° 00' 15" W, and leaving said right of way, a distance of 410.08 feet; thence S 45° 56' 45" E, a distance of 277.27 feet; thence S 37° 03' 38" W, a distance of 409.55 feet; thence S 52° 56' 40" E, a distance of 396.36 feet to the Northerly right of way line of Southern Railroad; thence S 36° 07' 35" W, along said right of way, a distance of 1,230.48 feet; thence S 34° 58' 17" W, along said right of way, a distance of 590.80 feet; thence S 34° 36' 40" W, along said right of way, a distance of 486.28 feet; thence N 43° 38' 43" W, and leaving said right of way, a distance of 230.82 feet; thence S 43° 35' 52" W, a distance of 603.57 feet; thence N 88° 48' 08" W, a distance of 1,152.66 feet; thence continue Westerly along said line, a distance of 690.51 feet to the Easterly right of way line of Tannehill Parkway; thence N 28° 28' 28" W, along said right of way, a distance of 195.59 feet; thence N 46° 36' 47" W, along said right of way, a distance of 105.63 feet; thence N 66° 29' 06" W, along said right of way, a distance of 116.26 feet; thence N 72° 48' 51" W, along said right of way, a distance of 208.49 feet; thence N 37° 37' 09" W, along said right of way, a distance of 138.06 feet; thence N 13° 34' 40" W along said right of way, a distance of 180.72 feet; thence N 02° 09' 26" W, along said right of way, a distance of 165.26 feet; thence N 02° 12' 16" E, along said right of way, a distance of 375.50 feet; thence N 04° 53' 08" W, along said right of way, a distance of 170.31 feet; thence N 02° 30' 26" E, along said right of way, a distance of 147.26 feet to a point of curve to the left having a radius of 511.25 feet, a central angle of 09° 24' 17" and subtended by a chord which bears N 02° 11' 43" W, a chord distance of 83.82 feet; thence Northerly along the arc and along said right of way, a distance of 83.92 feet; thence N 06° 53' 50" W, along said right of way, a distance of 155.34 feet to the point of curve to the right having a radius of 169.81 feet, a central angle of 75° 12' 11" and subtended by a chord which bears N 30° 41' 50" E, a chord distance of 207.22 feet; thence Northeasterly along the arc and said right of way, a distance of 222.88 feet; thence N 68° 17' 31" E, along said right of way, a distance of 70.74 feet to the point of curve to the left having a radius of 193.06 feet, a central angle of 33° 08' 58" and subtended by a chord which bears N 51° 43' 25" E, a chord distance of 110.15 feet; thence Northeasterly along the arc and said right of way, a distance of 111.70 feet; thence N 35° 09' 20" E, along said right of way, a distance of 59.35 feet to a point of curve to the left having a radius of 377.00 feet, a central angle of 17° 08' 06" and subtended by a chord which bears N 26° 35' 17" E, a distance of 112.33 feet; thence Northeasterly along the arc and said right of way, a distance of 112.75 feet; thence S 71° 57' 10" E, and leaving said right of way, a distance of 489.36 feet; thence N 78° 15' 46" E, a distance of 88.55 feet; thence N 46°

03° 56" E, a distance of 54.67 feet; thence N 02° 48' 17" E, a distance of 278.17 feet; thence N 38° 01' 25" E, a distance of 410.65 feet; thence N 89° 14' 07" W, a distance of 130.71 feet; thence N 02° 41' 43" E, a distance of 1,330.62 feet; thence S 88° 53' 22" E, a distance of 1,565.20 feet to the point of beginning.

Less and except the following described property;

Commence at the Northeast corner of Southeast quarter of the Southeast Quarter of Section 20, Township 20 South, Range 5 West, Tuscaloosa County, Alabama and run thence N 89° 34' 49" W along the North line of said quarter-quarter section a distance of 653.96 feet to a point; thence run S 18° 26' 21" E a distance of 153.99 feet to a point; thence run S 41° 35' 26" E a distance of 504.73 feet to a set rebar corner and the point of beginning of the property, thence run S 20° 00' 55" W a distance of 160.82 feet to a set rebar corner; thence run S 82° 05' 26" E a distance of 549.95 feet to a set rebar corner; thence run N 01° 30' 56" E a distance of 532.75 feet to a set rebar corner; thence run S 37° 25' 59" W a distance of 381.33 feet to a set capped rebar corner; thence run S 47° 46' 43" W a distance of 32.33 feet to a set rebar corner; thence run N 85° 40' 32" W a distance of 248.74 feet to the point of beginning.

Commence at the Northeast corner of Southeast quarter of the Southeast Quarter of Section 20, Township 20 South, Range 5 West, Tuscaloosa County, Alabama and run thence N 89° 34' 49" W along the North line of said quarter-quarter section a distance of 653.96 feet to a point; thence run S 18° 26' 21" E a distance of 153.99 feet to a point; thence run S 41° 35' 26" E a distance of 504.73 feet to a set rebar corner; thence run S 20° 00' 55" W a distance of 160.82 feet to a set rebar corner; thence run S 82° 05' 26" E a distance of 549.95 feet to a set rebar corner; thence run S 42° 28' 32" E a distance of 158.32 feet to a point; thence run S 38° 27' 21" W a distance of 5.39 feet to a set rebar corner and the point of beginning of the property; thence run S 38° 27' 21" W a distance of 589.94 feet to a rebar corner; thence N 89° 26' 39" E a distance of 328.85 feet to a set rebar corner; thence run S 54° 05' 38" E a distance of 179.19 feet to a set rebar corner; thence run N 12° 46' 59" E a distance of 375.97 feet to a set rebar corner; thence run N 09° 23' 47" W a distance of 91.01 feet to a set rebar corner; thence run S 87° 14' 11" W a distance of 71.58 feet to a set rebar corner; thence run N 61° 46' 31" W a distance of 55.65 feet to a set capped rebar corner; thence run N 36° 23' 44" W a distance of 50.04 feet to a set capped rebar corner; thence run N 29° 38' 02" W to the point of beginning.

LESS AND EXCEPT:

- a. The Survey of Olmsted Place at Tannehill Preserve, Sector 1, as recorded in Plat Book 2008, Page 22, in the Office of the Judge of Probate of Tuscaloosa, Alabama and in Map Book 44, Page 63 in the Office of the Judge of Probate of Jefferson County, Alabama.
- b. The Survey of Olmsted Place at Tannehill Preserve, Sector 2A, as recorded in Plat Book 2012, Page 48, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- c. The Survey of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- d. The Survey of Downing Park at Tannehill Preserve, Sector 2A, as recorded in Plat Book 2012, Page 46, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- e. The Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.
- f. The Survey of Estates at Tannehill Preserve as recorded in Map Book 44, Page 53 in the Office of the Judge of Probate of Jefferson County, Alabama.
- g. That portion conveyed to The Town of Lake View, Alabama in that certain deed recorded in Deed Book 2007, Page 7190 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

A parcel of land situated in the NE 1/4 Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama, and being more particularly described as follows:



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Commence at the NE corner of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence S41°03'57"W, a distance of 2,411.73'; thence S26°28'08"E, a distance of 103.14' to the POINT OF BEGINNING; thence continue southeasterly along said line, a distance of 131.98' to a point of curve to the left having a radius of 325.00' and a central angle of 16°22'47", said curve subtended by a chord bearing S34°39'31"E and a chord distance of 92.59'; thence southeasterly along the arc of said curve a distance of 92.91' to a point of reverse curve having a radius of 15.00' and a central angle of 83°14'37", said curve subtended by a chord bearing S01°13'36"E and a chord distance of 19.93'; thence southerly along the arc of said curve, a distance of 21.79'; thence S40°23'42"W, a distance of 168.73' to a point of curve to the right having a radius of 150.00' and a central angle of 11°52'25", said curve subtended by a chord bearing S46°19'54"W and a chord distance of 31.03'; thence southwesterly along the arc of said curve a distance of 31.09'; thence N24°23'16"W, a distance of 73.00'; thence N79°44'10"W, a distance of 24.78'; thence S65°36'44"W, a distance of 42.87'; thence N69°44'04"W, a distance of 219.97'; thence N36°09'13"W, a distance of 141.41' to the point of curve of a non tangent curve to the left, having a 39°01'41" of and a radius of 175.00', said curve subtended by a chord bearing N64°32'16"E and a chord distance of 116.91'; thence northeasterly along the arc of said curve a distance of 119.20'; thence N45°01'25"E, a distance of 123.98' to a point of curve to the right having a radius of 175.00' and a central angle of 18°30'28", said curve subtended by a chord bearing N54°16'39"E and a chord distance of 56.28'; thence northeasterly along the arc of said curve a distance of 56.53'; thence S35°18'40"E, a distance of 119.56'; thence N63°31'52"E, a distance of 106.33' to the POINT OF BEGINNING.

- h. That portion conveyed to The Lake View Fire Protection District in that certain deed recorded in Deed Book 2007, Page 11390 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

Commence at the NE corner of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence S41°03'57"W, a distance of 2,411.73' to the POINT OF BEGINNING; thence S26°28'08"E, a distance of 103.14'; thence S63°31'52"W, a distance of 106.33'; thence N35°18'40"W, a distance of 119.56'; thence N63°31'52"E, a distance of 109.71' to a point of curve to the right having a radius of 15.00' and a central angle of 90°00'00", said curve subtended by a chord bearing S71°28'08"E and a chord distance of 21.21'; thence easterly along the arc of said curve a distance of 23.56' to the point of beginning

- i. That portion conveyed to The Tannehill Preserve Owner's Association, Inc. in that certain deed recorded in Deed Book 2009, Page 13685 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

THE SWIMMING POOL PROPERTY:

Part of the NE ¼ of the NE ¼ of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama, being more particularly described as follows:

From an existing iron rebar set by Weygand being the NW corner of Lot 2-90, Olmsted Place at Tannehill Preserve Sector I, a map of which is recorded in the Office of the Judge of Probate, Tuscaloosa County, Alabama, in Map Book 2008, Pages 22 and 23, run in a northeasterly direction along the north line of said Lot 2-90 for a measured distance of 100.09 feet to the most northerly corner of said lot; thence continue in a northeasterly direction along last mentioned course for a distance of 12.0 feet to an existing cross chiseled in the gutter; thence turn an angle to the right of 87°-29'-09" and run in a southeasterly direction for a distance of 279.89 feet to an existing cross cut in a concrete walk being on the south right-of-way line of Central Park Drive as shown on said recorded plat and being the point of beginning; thence turn an angle to the right of 24°-25'-45" and run in a southerly direction for a distance of 34.10 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 38°-44'-33" and run in a southwesterly direction for a distance of 200.40 feet to an existing cross cut in a concrete walk; thence turn an angle to the left of 90°-37'-07" and run in a southeasterly direction for a distance of 79.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89°-38'-48" and run in a northeasterly direction

for a distance of 188.33 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 20°-19'-37" and run in a northeasterly direction for a distance of 19.86 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 17°-55'-27" and run in a northerly direction for a distance of 76.19 feet to an existing cross cut in a concrete walk and being on the south right-of-way line of Central Park Drive, said south right-of-way line being on a curve, said curve being concave in a northerly direction and having a central angle of 4°-14'-10" and a radius of 825.0 feet; thence turn an angle to the left and run in a westerly direction along the curved southerly right-of-way line of Central Park Drive for a distance of 61.00 feet, more or less, to the point of beginning.

PARCEL V:

- A. Intentionally Deleted.
- B. Intentionally Deleted.
- C. Lots 3-02, 3-03, 3-06, 3-12, 3-14, 3-17, 3-18, 3-19, 3-93, 3-94, 3-96, 3-127, 3-128, 3-129, 3-130, 3-131, 3-132, 3-133, 3-134 according to the Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL VI:

- A. Lots 1-05 and 1-179 according to the subdivision plat of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

Being a portion of the same property conveyed to Thornton New Home Sales, LLC by Warranty Deed from Tannehill Development, Inc., filed for record on December 17, 2007 in Deed Book 2007, Page 28212, said Probate Office.
- B. Intentionally Deleted.
- C. Lots 3-10 and 3-87, according to the Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL VII:

- A. Intentionally Deleted.
- B. Lot 1-19 according to the survey of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, Office of the Judge of Probate of Tuscaloosa County, Alabama.

Being the same property conveyed to Logan Real Estate Holdings, LLC, by Warranty Deed from Thornton New Home Sales, LLC, filed for record on January 6, 2014 in Deed Book 2014, Page 116, and as corrected by instrument filed for record on April 11, 2014 in Deed Book 2014, Page 5037, said probate Office.
- C. Intentionally Deleted.

NOTE: AS TO TUSCALOOSA PROPERTY:

Source of Title: Deed Book 2016, Page 6646; Deed Book 2016, Page 8394; Deed Book 2017, Page 28212; Deed Book 2008, Page 2484; Deed Book 2013, Page 7606; Deed Book 2014, Page 116; Deed Book 2014, Page 5037, and Deed Book 2014, Page 121.

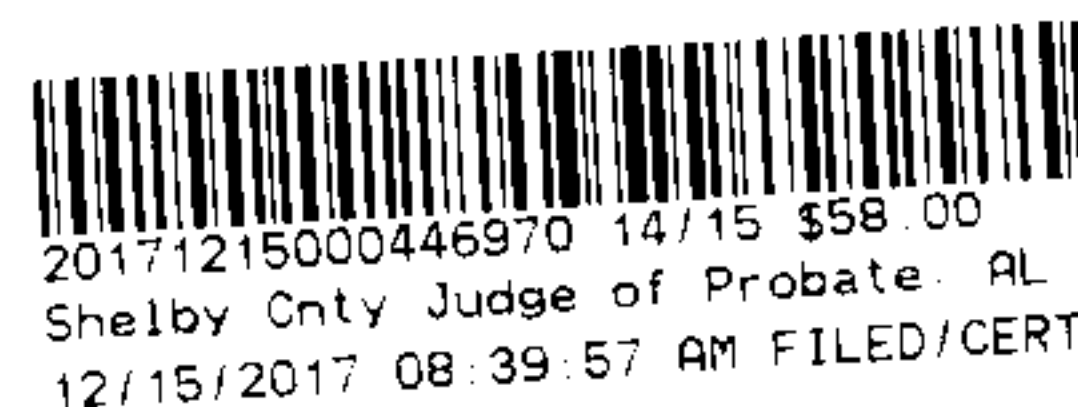



EXHIBIT B
PLEDGED EQUITY INTERESTS

<u>Name of Issuer</u>	<u>Name of Owner of Pledged Equity Interests</u>	<u>Type of Security</u>	<u>Certificate Number</u>	<u>Number of Shares Owned / Percentage Owned</u>
Double Oak Water Reclamation, LLC, an Alabama limited liability company	William L. Thornton III	Membership Interest	N/A – non- certificated	50% ownership interest


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